

A. G. Contract No. KR92-2927-TRN
ECS File: JPA 92-129
Project: STP-022-2(36)/H0358 04C
Section: US-60 - Grand Avenue at
Greenway Road and Dysart Road

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF SURPRISE

THIS AGREEMENT is entered into 22 March 1993,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
CITY OF SURPRISE, acting by and through its CITY COUNCIL (the
"City").

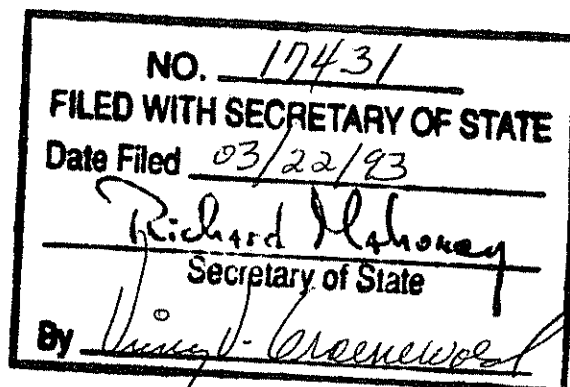
I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The City is empowered by Arizona Revised Statutes
Section 48-572 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf
of the City.

3. Incident to an improvement project to US-60 (Grand
Avenue) the State now has in progress, the City has requested,
and the State has agreed, to concurrently accomplish certain
utility improvements on behalf of the City, to include a 14"
sewer main and a 24" utility casing at Greenway Road, and a 24"
utility casing at Dysart Road, at an estimated cost of
\$75,000.00, all at City expense, hereinafter referred to as the
Project.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:



II. SCOPE OF WORK

1. The State will:

a. Construct the utility improvements as a change order for the City. Administer the change order and make payments to the contractor.

b. Invoice the City for the reasonable direct actual cost of the Project, plus fifteen percent (15%) construction engineering, in an amount estimated at \$75,000.00.

c. Upon completion, approve and accept the Project on behalf of the parties hereto.

2. The City will:

a. Provide design plans, specifications, cost estimate and such other documents necessary for the change order.

b. Provide the State any modifications to the design plans and specifications as required for the Project.

c. Remit to the State within thirty (30) days after receipt of an invoice, for the actual cost of the Project plus fifteen percent (15%) construction engineering, in an amount estimated at \$75,000.00. Be responsible for any Project contractor claims for extra compensation.

d. Upon completion and acceptance of the Project by the State, provide maintenance.

e. Be responsible for contractors claims for delays or whatever reasons attributable to the City.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project and payments; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

City of Surprise
City Manager
12604 Santa Fe Drive
Surprise, AZ 85374

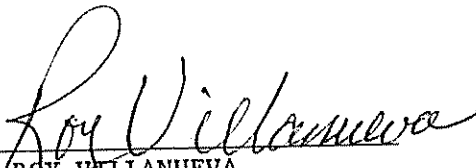
7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

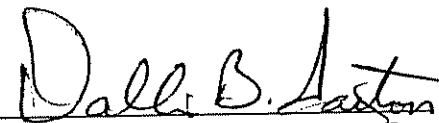
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF SURPRISE

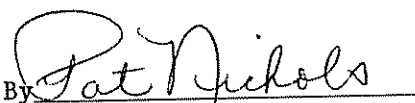
STATE OF ARIZONA

Department of Transportation

By 
ROY VILLANUEVA
Mayor

By 
ROBERT P. MICKELSON, P.E.
for Deputy State Engineer


ATTEST

By 
PAT NICHOLS
City Clerk

RESOLUTION

BE IT RESOLVED on this 25th day of November 1992, that I, JAMES S. CREEDON, as acting Director of the Arizona Department of Transportation, have determined that it is in the best interest of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Surprise for the purpose of defining responsibilities to concurrently accomplish certain utility improvements including a 12" sewer main and a 24" utility casing at Grand Avenue (US 60) and Greenway Road, and a 24" utility casing at Grand Avenue and Dysart Road at the City's expense.

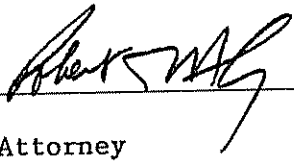
Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Deputy State Engineer.


for JAMES S. CREEDON, Acting Director
Arizona Department of
Transportation

APPROVAL OF THE SURPRISE CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF SURPRISE and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 8 day of March, 1992.



City Attorney

RESOLUTION NO. 93-16

A RESOLUTION OF THE CITY OF SURPRISE
AUTHORIZING THE MAYOR TO APPROVE AND
AN INTERGOVERNMENTAL AGREEMENT WITH THE
ARIZONA DEPARTMENT OF TRANSPORTATION
RELATIVE TO INSTALLING UTILITY LINES
UNDER U.S. HIGHWAY 60

WHEREAS, the City of Surprise is engaged in a project to provide wastewater treatment services within the City to run on both the north and south sides of U.S. Highway 60, and

WHEREAS, extensive work is being conducted under contract from the Arizona Department of Transportation to widen and improve Highway 60 within the city limits, and

WHEREAS, the most efficient and cost effective procedure for providing utility services north of U.S. Highway 60 requires that the City ensure that lines for future utility services be installed during the course of construction of highway improvements, and

WHEREAS, of three bids received by the City to install sewer lines under U.S. Highway 60 at Greenway Road and a sleeve for future utility lines at Dysart Road, the lowest, best bid was submitted by Tanner Construction Company,

NOW, THEREFORE, BE IT RESOLVED authorizing the Mayor for and on behalf of the City, to execute an Intergovernmental Agreement with the Arizona Department of Transportation (A.D.O.T.) in the amount of \$75,000.00 (including \$59,263.46 contract with Tanner Construction) for the

installation of sewer lines under U.S. 60 at Greenway Road, and a sleeve for future utility service under U.S. 60 at Dysart Road.

PASSED AND ADOPTED, this 25 day of Feb.,
1993.

Roy Villanueva
MAYOR

ATTEST:

Patricia G. Nichols
City Clerk

APPROVED AS TO FORM:

[Signature]
City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

GRANT WOODS
ATTORNEY GENERAL

MAIN PHONE : 542-5025
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR92-2927-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 17th day of March, 1993.

GRANT WOODS
Attorney General

A handwritten signature in dark ink, appearing to read "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH
Assistant Attorney General
Transportation Section